

**The Corporation of the Municipality of Trent Hills**

**By-law No. 2020-025**

**A By-law to Regulate the Operation, Care and Control  
of Municipally-Owned Cemeteries within  
the Municipality of Trent Hills  
(Cemetery By-law)**

**Whereas** the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002 (FBCSA) and Ontario Regulations 30/11 and 184/12 (O. Reg. 30/11 & 184/12), regulates the operation of cemeteries in Ontario;

**And Whereas** the Municipality of Trent Hills is a cemetery operator currently overseeing two active cemeteries;

**And Whereas** the Council of the Municipality of Trent Hills deems it desirable to enact a By-law to regulate the operation, care and control of its cemeteries and any other cemetery subsequently operated by the Municipality;

**And Whereas** public notice of Council's intention to pass this By-law was provided in accordance with the Act;

**Now Therefore** the Council of the Municipality of Trent Hills hereby enacts as follows:

1. That Schedules "A" and "B", attached hereto, form part of this By-law.
2. This By-law shall be cited as the "Cemetery By-law".
3. That By-law 2013-48 is hereby repealed in its entirety.
4. This By-law shall come into force and take effect on the final passing thereof.

**By-law read a first, second and third time, and passed this xx<sup>th</sup> day of xxxx, 2020.**

---

**Robert Crate, Mayor**

---

**J. Douglas Irwin, Clerk**

Approval Date of the Bereavement Authority of Ontario (BAO):

---

**Schedule “A”**  
**to By-law No. 2020-025 for**  
**The Corporation of the Municipality of Trent Hills**

**Index**

**1.0 Definitions**

**2.0 General Information**

- 2.1 Hours of Operation
- 2.2 General Conduct
- 2.3 By-law Amendments
- 2.4 Liability
- 2.5 Public Register
- 2.6 Pets or Other Animals
- 2.7 Right to Change Cemetery
- 2.8 Restricted Period
- 2.9 Abandonment of Rights

**3.0 Sale of Interment Rights and Scattering Rights**

**4.0 Rights of Purchasers of Interment Rights and Scattering Rights**

- 4.1 Cancellation of Interment Rights and Scattering Rights within 30 Day Cooling-Off Period
- 4.2 Cancellation of Interment Rights and Scattering Rights after the 30 Day Cooling-Off Period
- 4.3 Resale/Transfer of Interment Rights and Scattering Rights after 30 Day Cooling-Off Period
- 4.4 Care and Maintenance Fund Contributions

**5.0 Interments**

- 5.1 Scatterings
- 5.2 Disinterments
- 5.3 Full Lots
- 5.4 Cremation Lots

**6.0 Memorialization Markers**

- 6.1 Flat Markers
- 6.2 Upright Markers

**7.0 Care and Planting**

**8.0 Items that are Prohibited or Permitted**

**9.0 Columbaria**

- 9.1 Cemetery Columbaria
- 9.2 Memory Wall(s)
- 9.3 Family Columbaria

**10.0 Contract/Monument Dealers**

## 1.0 Definitions

**Burial:** See “Interment” for a detailed definition.

**By-law:** The rules and regulations under which the Cemetery operates.

**Care and Maintenance Fund:** It is a requirement under the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002 (FBCSA) and Ontario Regulations 30/11 and 184/12 (O. Reg. 30/11 & 184/12) that a prescribed amount or a percentage of the purchase price (excluding tax) of all Interment Rights and Scattering Rights sold, Transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of Lots, Plots, and Markers at the cemetery.

**Cemetery:** A property designated for the Interment of deceased persons either in a caskets, or urns in Lots, Plots, or Niches; or, the scattering of ashes in a designated section.

**Cemetery Operator:** The employee(s) of the Municipality responsible for general administrative and operational oversight of the Municipality’s cemeteries.

**Columbarium/Columbaria:** An upright structure, owned by the Municipality, comprised of Niches, into which urns containing cremated remains may be interred.

**Contract:** For purposes of this By-law, all purchasers of Interment Rights or Scattering Rights, or other cemetery supplies and services must receive a copy of the contract they and the Cemetery Operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the By-law, a copy of the Consumer Information Guide and the Price List.

**Corner Markers:** Any stone or other land markers set flush with the surface of the ground and used to indicate the location of a Lot or Plot.

**Cremation Lot:** A Grave to be used only for the in-ground Interment of cremated remains or the erection of a Family Columbarium.

**Die/Dies:** The upright portion of a monument, generally containing inscriptions for the deceased individual(s).

**Disinterment:** The removal of human remains from a Lot, Plot, or Niche.

**Family Columbarium:** A small upright Marker-like structure, which contains up to two (2) Niches for Interment purposes and which may be located solely on a Cremation Lot.

**Full Lot:** A Grave to be used for the in-ground interment of human remains in a casket or cremated remains.

**Grave:** Any in-ground burial space intended for the Interment of a child, adult or cremated human remains. “Lot” shall have a corresponding meaning as a single grave space and may refer to a Full Lot or Cremation Lot.

**Interment:** The opening of a Lot and then the placing of dead human remains or cremated human remains in that Lot, followed by closing the Lot. The Lot may be a Grave in the ground (Full or Cremation) or a Niche in a Columbarium or Family Columbarium.

**Interment Right(s):** The right to require or direct the interment of human remains or cremated human remains in a Lot or Niche and to authorize the installation of a Marker.

**Interment Rights Certificate:** The document issued by the Cemetery Operator to the purchaser once the Interment Rights to a specific Lot, Plot, or Niche have been paid in full, identifying ownership and authority over those specific Interment Rights.

**Interment Rights Holder:** The person(s) authorized or entitled to inter human remains in a specified Lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Lot:** see “Grave” for a detailed definition.

**Marker:** Any permanent memorial structure – monument, plaque, headstone, or other structure or ornament affixed or intended to be affixed to a Lot, Columbarium Niche, Family Columbarium Niche, or other structure or place intended for the deposit of human remains and may be used to indicate the location of an Interment.

**Memory Wall:** The designated side of a Columbarium, which may be used for the display of plaques purchased through the Cemetery Operator to memorialize an individual.

**Municipality:** The Corporation of the Municipality of Trent Hills as the Cemetery Operator.

**Niche:** An individual compartment in a Columbarium for the entombment of cremated human remains.

**Plot:** For the purposes of this By-law, a Plot means two (2) or more Lots in respect of which the Interment Rights have been sold as a unit.

**Registrar:** The Registrar General of the Province of Ontario.

**Scattering Right(s):** The right to direct the spreading of cremated remains over a designated area within a Cemetery with the knowledge and permission of the Cemetery Operator and in keeping with the By-law.

**Scattering Rights Holder:** Any person who holds the right to scatter cremated human remains on a specified Lot or other designated area within the Cemetery.

**Transfer:** An *inter vivos* (during lifetime) or *post mortem* (after death) transfer of Interment Rights made without any consideration or receipt of funds for such Transfer. Such Transfer is to be distinguished from a resale, which is prohibited except to the Municipality on the terms and conditions as set out in this By-law.

**Warkworth Cemetery Vault:** The temporary storage facility at Warkworth Cemetery, intended only for the winter storage of human remains intended for full burial.

## 2.0 General Information

The Cemetery By-law applies to all Cemeteries operated by the Municipality as set out in Schedule “B” to this By-law.

### 2.1 Hours of Operation

Office Hours: Monday – Friday from 8:30 a.m. – 4:30 p.m.  
(by Appointment Only and excluding Statutory holidays)

Cemetery Operation Period: May 1 – November 30 (weather-dependent)

The scheduling of all Interments shall be completed through the Cemetery Operator.

Interments requested near the start of, or the end of, the Cemetery Operation Period shall be at the sole discretion of the Cemetery Operator in order to prevent any damage to the Cemetery grounds during shoulder seasons.

## **2.2. General Conduct**

The Cemetery Operator reserves full control over the Cemetery operations and management of land within the Cemetery grounds.

No person shall:

- damage, destroy, remove or deface any property within the Cemetery;
- play any sport, commit a nuisance, discharge firearms except at a military funeral in a Cemetery; or,
- bring any dog or other animal, other than a working/service animal, into a Cemetery.

All visitors must conduct themselves in a quiet manner and shall not disturb any service being held.

## **2.3 By-law Amendments**

The Cemetery shall be governed by this By-law, and all procedures will comply with the FBCSA and O. Reg. 30/11 & 184/12, which may be amended periodically.

All By-law amendments must be:

- a) published once in a newspaper with general circulation in the locality in which the Cemetery is located;
- b) conspicuously posted on a sign at the entrance of the Cemetery; and,
- c) delivered to each supplier of markers who has delivered a Marker to the Cemetery during the previous year, if the By-law or By-law amendment pertains to Markers or their installation.

All By-laws and By-law amendments are subject to the approval of the Registrar, FBCSA, and the Bereavement Authority of Ontario (BAO).

## **2.4 Liability**

The Municipality will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God or vandals) to, any Lot, Plot, Columbarium Niche, Marker or other article that has been placed in relation to an Interment Right, save and except for direct loss or damage caused by gross negligence of the Cemetery Operator.

## **2.5 Public Register**

Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a Public Register that is available to the public during regular office hours.

## **2.6 Pets or Other Animals**

Pets or other animals, including cremated animal remains, are not allowed to be buried in the Cemetery.

## **2.7 Right to Change Cemetery**

The Municipality has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the Cemetery, subject to approval of the appropriate authorities.

## **2.8 Restricted Period**

No Interments, Disinterments, or Scatterings shall take place between the 1<sup>st</sup> of December and the 1<sup>st</sup> of May of the following calendar year.

## **2.9 Abandonment of Rights**

If any Interment Rights or Scattering Rights have not been used after a ninety-nine (99) year period has passed, they may be considered abandoned. The Municipality may apply to the Registrar for a declaration that the Interment Rights or Scattering Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holder/Scattering Rights Holder, or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the appeal period, as stipulated by the Registrar or otherwise within thirty (30) days, the Municipality may resell the Interment Rights in question.

## **3.0 Sale of Interment Rights and Scattering Rights**

Interment Rights to a Lot, Plot, or Niche and/or Scattering Rights and associated payments shall be purchased from the Cemetery Operator at the rate as set out in the Municipality's current Fees & Charges By-law and in accordance with approved plans. The prices for Interment Rights and Scattering Rights include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.

A monument company may submit and or accept and submit payment payable to the Municipality for Marker care and maintenance.

The Cemetery Operator shall provide the following to the Interment Rights Holder and/or Scattering Rights Holder upon full payment:

- a) Interment Rights Certificate or Scattering Rights Certificate
- b) Contract
- c) Invoice marked paid
- d) Copy of this By-law
- e) Current Cemetery Fees & Charges

## **4.0 Rights of Purchasers of Interment Rights and Scattering Rights**

Purchasers of Interment Rights acquire only the right to direct the burial of human remains, and the installation of Markers and inscriptions, subject to the conditions set out in this By-law. In accordance with this By-law, no Interment, or installation of any Marker, inscription, or memorialization is permitted until the Interment Rights have been paid in full. An Interment Rights Certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of Interment Rights is not a purchase of Real Estate or real property. An Interment Rights Holder wishing to resell or transfer their Interment Rights must advise the Cemetery Operator.

Purchasers of Scattering Rights acquire only the right to direct the scattering of human remains, subject to the conditions set out in the By-law. In accordance with this By-law, no scattering is permitted until the Scattering Rights have been paid in full. A Scattering Rights Certificate will be issued to the Scattering Rights Holder(s) when payment has been made in full. The purchase of Scattering Rights is not a purchase of Real Estate or real property. A Scattering Rights Holder wishing to resell or transfer their Scattering Rights must advise the Cemetery Operator.

### **4.1 Cancellation of Interment Rights and Scattering Rights within 30 Day Cooling-Off Period**

- a) A purchaser has the right to cancel an Interment Rights Contract/Scattering Rights Contract within thirty (30) days of signing the Contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

- b) If any portion of the Interment Rights or Scattering Rights has been exercised, the purchaser, or the Interment Rights or Scattering Rights Holder are not entitled to cancel the contract or resell the Interment Rights or Scattering Rights, and no refund will be permitted.

#### **4.2 Cancellation of Interment Rights and Scattering Rights after the 30 Day Cooling-Off Period**

- a) Upon receiving written notice from the purchaser of the Interment Rights or Scattering Rights, the Cemetery Operator will cancel the Contract and issue a refund to the purchaser for the amount paid for the Interment Rights or Scattering, less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said written notice. If the Interment Rights Certificate/Scattering Rights Certificate has been issued to the Interment Rights Holder/Scattering Rights Holder, the Interment Rights Certificate/Scattering Rights Certificate must be returned to the Cemetery Operator along with the written notice of cancellation.
- b) If any portion of the Interment Rights or Scattering Rights has been exercised, the purchaser, or the Interment Rights or Scattering Rights Holder are not entitled to cancel the contract or resell the Interment Rights or Scattering Rights, and no refund will be permitted.

#### **4.3 Resale/Transfer of Interment Rights and Scattering Rights after 30 Day Cooling-Off Period**

- a) The Municipality prohibits the resale of Interment Rights or Scattering Rights to a third party and may repurchase these rights from the Interment Rights Holder/Scattering Rights Holder or any such other person to whom the Interment Rights or Scattering Rights have been assigned, at the price listed on the current price list less any Care and Maintenance contribution amount previously made. Any resale of the Interment Rights or Scattering Rights shall be in accordance with the requirements of this By-law and in keeping with the FBCSA and O. Reg. 30/11 & 184/12. Transfers may be permitted so long as the purchaser meets the qualifications and requirements as outlined in this By-law.
- b) The Municipality prohibits the resale of Interment Rights or Scattering Rights to a third party and is not required to repurchase unused Interment Rights in a Plot if one (1) of the Interment Rights in the Plot has been exercised.
- c) All resales and Transfers of Interment Rights and Scattering Rights to the Municipality shall be carried out through the Cemetery Operator.
- d) If an Interment Rights Holder/Scattering Rights Holder wishes to resell the Interment Rights or Scattering Rights, the Interment Rights Holder/Scattering Rights Holder must make the request to the Cemetery Operator in writing. The Cemetery Operator will repurchase the Interment Rights or Scattering Rights at the price listed on the Cemetery Operator's current list of Cemetery Fees & Charges, less the Care & Maintenance Fund contribution made at the time of purchase. Any services provided, such as the purchase of Corner Markers, will not be refunded. The repurchase and payment to the Interment Rights Holder/Scattering Rights Holder requesting the sale must be completed within the thirty (30) days of the request.
- e) The Interment Rights Holder/Scattering Rights Holder requesting the resale of the Interment Rights or Scattering Rights must return the Interment Rights Certificate/Scattering Rights Certificate to the Cemetery Operator and the Interment Rights Holder/Scattering Rights Holder must endorse a Resale Endorsement of Interment Right Certificate/Scattering Rights Certificate, Transferring all Interment Rights or Scattering Rights, title and interest back to the Cemetery Operator. The appropriate paperwork must be completed before the Cemetery Operator reimburses the Interment Rights Holder(s)/Scattering Rights Holder(s).

- f) In the case of a request received by the Cemetery Operator for Transfer of ownership of Interment Rights or Scattering Rights by reason of a bequest made in a validly executed Last Will and Testament, the Cemetery Operator reserves the right to require the production of a Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a Certificate of Appointment of Estate Trustee; or other evidence sufficient to prove the proper transmission of ownership on death of the Interment Rights Holder/Scattering Rights Holder.
- g) Where the deceased Interment Rights Holder has left a Last Will and Testament containing a specific bequest pertaining to the Interment Rights of a Lot, Plot, or Niche(s), a Notarial Copy and/or Court Certified Copy of the said Last Will and Testament or a Certificate of Appointment of Estate is required.
- h) If the Will does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the Transfer is required.
- i) Where the Interment Rights Holder/Scattering Rights Holder died Intestate, a request in writing from the Estate Trustee(s) or, if no Estate Trustee has been appointed, from all of the heirs-at-law.
- j) Where the Interment Rights Holder/Scattering Rights Holder wishes to Transfer such Interment Rights or Scattering Rights during his or her lifetime, the Interment Rights Holder/Scattering Rights Holder shall so advise the Cemetery Operator, who may request reasonable proof that such Transfer does not constitute a resale before affecting same.
- k) All Transfers of Interment Rights or Scattering Rights shall be subject to payment of the required Cemetery Fees & Charges as established from time to time, and compliance with all other provisions of this By-law.

#### **4.4 Care and Maintenance Fund Contributions**

- a) It is a requirement under the FBCSA and O. Reg. 30/11 & 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all Interment Rights or Scattering Rights sold, Transferred, assigned or permitted; and prescribed amounts for Markers, is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of Lots, Plots, Niches, and Markers at the Cemetery.

#### **5.0 Interments**

- a) Interment Rights or Scattering Rights Holder(s) must provide written authorization prior to an Interment or Scattering taking place. Should the Interment Rights Holder(s) or Scattering Rights Holder(s) be deceased, authorization to the satisfaction of the Operator must be provided in writing by the person authorized to act on behalf of the Interment Rights Holder(s) or Scattering Rights Holder(s) in keeping with the Succession Law Reform Act i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- b) A burial permit issued by the Registrar General or equivalent document showing the death has been registered with the province must be provided to the Cemetery Operator prior to a Burial/Interment taking place. A Certificate of Cremation must be submitted to the Cemetery Operator prior to the Interment or scattering of cremated remains taking place.
- c) In accordance with the FBCSA and O. Reg. 30/11 & 184/12 the purchaser of Interment Rights must enter into a cemetery Contract, providing such information as may be required by the Cemetery Operator for the completion of the Contract and the public register prior to each Interment.
- d) Payment must be made to the Municipality before an Interment can take place.
- e) The Cemetery Operator shall be given a minimum of 72 business hours of notice for each Interment.



- f) The opening and closing of Lots and Niches may only be conducted by the Cemetery Operator or those designated to do work on their behalf.
- g) No Interments shall take place on Sundays or Statutory Holidays.
- h) From the 1<sup>st</sup> of December to the 1<sup>st</sup> of May, the Warkworth Cemetery Vault may be used for temporary winter storage, subject to the Vault Fees identified in the Municipality's current Fees and Charges By-law.
- i) Human remains having been stored in the Warkworth Cemetery Vault must be interred no later than the 15<sup>th</sup> of May, weather dependent.

### **5.1 Scatterings**

- a) Cremated remains may be scattered within a designated area of the cemetery.
- b) Cremated remains are not permitted to be scattered on a grave.
- c) A Scattering Rights Contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains within the Cemetery can take place.
- d) Once scattered, cremated remains cannot be retrieved.

### **5.2 Disinterments**

- a) Human remains may be Disinterred from a Lot provided that the written consent (authorization) of the Interment Rights Holder(s) has been received by the Cemetery Operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the Municipal Office before the removal of casketed human remains from the Cemetery may take place. A certificate from the local medical officer of health is not required for the Disinterment of cremated remains from a Lot or the removal of cremated remains from the Cemetery.
- b) In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next of kin(s) as per FBCSA, Section 102.1.
- c) The Cemetery Operator shall be given a minimum of three (3) weeks of notice for a Disinterment of a full burial and one (1) week of notice for a Disinterment of a cremation.

### **5.3 Full Lots**

- a) The maximum number of Interments per Full Lot is five (5), consisting of:
  - i) No more than one (1) full Burial utilizing one (1) casket shall be interred in a single Full Lot.
  - ii) No more than four (4) cremated remain Interments shall be permitted in a single Full Lot.
- b) It is strongly recommended that any full Burial be accompanied by a concrete vault.
- c) If cremated remains are buried prior to the full Burial, it is strongly recommended that the cremated remains be concealed in a vault prior to placement. At the time of the full Burial, a Disinterment fee for the disturbance of the cremated remains shall be incurred consistent with the Municipality's current Fees and Charges By-law.

#### **5.4 Cremation Lots**

- a) No more than two (2) cremated remain interments shall be permitted in a single, Cremation Lot.
- b) If a Family Columbarium is located on a Cremation Lot, no additional, in-ground interments shall be permitted.

#### **6.0 Memorialization Markers**

- a) All Markers shall be constructed of bronze or natural stone (i.e. granite, marble) and permitted only in specific designated areas.
- b) No Markers or other structure shall be erected or permitted on a Lot until all fees and charges have been paid in full.
- c) No Marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
- d) Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear, and repair of such shall not be the responsibility of the Cemetery Operator.
- e) The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss or, or damage to, any Marker or other structure, or part thereof.
- f) Markers are owned by the Interment Rights Holder and the Cemetery Operator is not responsible for their loss or deterioration. These Markers should be protected by the Interment Rights Holder's own insurance coverage.
- g) Should any Marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way or repairing, resetting, or laying down the Marker or any other remedy so as to remove the risk.
- h) The Cemetery Operator reserves the right to remove at its sole discretion any Marker or inscription which is not in keeping with the dignity and decorum of the Cemetery.
- i) The Cemetery Operator reserves the right to determine the maximum size of Markers, as well as the number and location on each Lot. They must not be of a size that would interfere with any future Interments.
- j) All foundations for Markers shall be built by, or contracted to be built for, the Interment Rights Holder.

#### **6.1 Flat Markers**

- a) All in-ground cremation Interments shall be accompanied by a 30 cm (12") by 15 cm (6") flat Marker.
- b) The minimum thickness of a flat Marker shall be 10 cm (4").

#### **6.2 Upright Markers**

- a) No upright Markers are permitted on Cremation Lots, with the exception of Family Columbarium. Where a Family Columbarium is located on a Cremation Lot, no further Markers of any kind are permitted.

- b) All upright Markers will include a base a minimum of 30 cm (12") thick and a maximum of 41 cm (16") thick. The top surface of the base must be both wider and longer than the Die in order to provide a minimum border of 8 cm (3") on the surface of the base exposed on all sides. No part of the Die shall exceed the width of the base at any point.
- c) Minimum thickness of the Dies shall be 15 cm (6") and able to withstand the 91 kgs (200 lbs) of horizontal force applied anywhere on the upright Marker without toppling.
- d) The only permitted inscription on the back of an upright Marker is the family surname.
- e) Only one (1) monument shall be erected within the designated space of any Full-Sized Lot.
- f) The size of one (1) upright Marker allowed on a single Full Lot, including a 30 cm (12") thick base, is:

Height:	91 cm (36") overall height – maximum
Width:	76 cm (30") maximum
Thickness of die:	15 cm (6") minimum
Base:	91 cm (36") maximum x 30 cm (12") minimum

The size of one (1) upright Marker allowed on a double Full Plot, including a 30 cm (12") thick base, is:

Height:	91 cm (36") overall height – maximum
Width:	137 cm (54") maximum
Thickness of die:	15 cm (6") minimum
Base:	152 cm (60") maximum x 30 cm (12") minimum

The size of one (1) upright Marker allowed on a triple Full Plot, including a 30 cm (12") thick base, is:

Height:	91 cm (36") overall height – maximum
Width:	198 cm (78") maximum
Thickness of die:	15 cm (6") minimum
Base:	213 cm (84") maximum x 30 cm (12") minimum

- g) No upright Marker shall be delivered to the Cemetery for installation until the Marker foundation has been completed.

## 7.0 Care and Planting

A portion of the price of Interment Rights and Scattering Rights are trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the Cemetery. Services that may be provided through this fund include:

- Re-levelling and sodding or seeding of Lots;
- Maintenance of Cemetery roads and water system;
- Maintenance of perimeter walls and fences;
- Maintenance of Cemetery landscaping;
- Maintenance of Columbaria; and,
- Repairs and general upkeep of Cemetery maintenance buildings and equipment.

No person other than the Cemetery Operator shall remove any sod or in any other way change the surface of the Lot in the cemetery

No person shall plant trees, flower beds, or shrubs in the Cemetery except with the approval of the Cemetery Operator

Flowers placed on a Lot for a funeral shall be removed by the Cemetery Operator after a reasonable time to protect the sod/seed and maintain the tidy appearance of the Cemetery.

## **8.0 Items that are Prohibited or Permitted**

The Cemetery Operator reserves the right to regulate the articles placed on Lots or Plots which may pose a threat to the safety of all Interment Rights Holders, Scattering Rights Holders, visitors to the Cemetery and the Cemetery Operator, or which prevent the Cemetery from performing general Cemetery operations, or which are not in keeping with the respect and dignity of the Cemetery. Prohibited articles will be removed and disposed of without notification or compensation.

The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered by the Cemetery Operator to be excessive or that diminishes the otherwise tidy appearance of the Cemetery.

Prohibited items include, but are not limited to:

- Articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments);
- Ceramics;
- Chairs or benches;
- Corrosive metals;
- Cultivated gardens;
- Glass vases
- Loose stones;
- Planted shrubbery, trees, perennials;
- Sharp objects;
- Solar lights;
- Trellises or arches;
- Toys and Stuffed/Plush Toys.

## **9.0 Columbaria**

### **9.1 Cemetery Columbaria**

- a) The cremated remains of not more than two (2) persons shall be entombed in any Niche.
- b) Only the Cemetery Operator may open and seal Niches for Interments. This applies to the inside sealer and the Niche front.
- c) No person other than the Cemetery Operator shall remove or alter Niche fronts.
- d) The cremated remains must be placed within a suitable container that will fit into the Niche space assigned. The Cemetery Operator may refuse to place any unsuitable and/or oversized container into a Niche space.
- e) Payment must be made to the Cemetery Operator before an Interment may take place.
- f) The opening and closing charge shall be as shown on the Municipality's current Fees and Charges By-law.
- g) To ensure quality control, desired uniformity and standard of workmanship, the Cemetery Operator reserves the right to require all Niche fronts to have a standardized plaque installed or install all plaques.

### Niche Inscription:

The plaque on the Niche front shall be uniform and supplied and installed by the Cemetery Operator. The cost is separate from the selling price of the Niche and is in the current Fees and Charges By-law.

The inscription shall consist of any combination of the names of the deceased, the year of birth and year of death. The Cemetery Operator reserves the right to limit the number of lines and number of characters per line, based on the size of the Niche plaque.

No external decoration will be allowed on or near the Columbaria. No photograph cases will be allowed to be attached to the Columbaria.

The Niche's inside dimensions are according to the diagram provided at time of purchase.

The Niches will be sold according to the numbering system shown on the diagram provided at time of purchase.

The opening and closing charge shall be as shown on the Municipality's current Fees & Charges By-law.

### **9.2 Memory Wall(s)**

- a) Individual Memory Wall plaques may be purchased through the Cemetery Operator for inclusion on a Memory Wall.
- b) The fee for a Memory Wall plaque shall be as shown on the Municipality's current Fees and Charges By-law.
- c) Payment must be made to the Cemetery Operator before a Memory Wall plaque may be affixed to a Memory Wall.
- d) The design of all Memory Wall plaques shall be uniform and supplied and installed by the Cemetery Operator.

### **9.3 Family Columbaria**

- a) Family Columbaria are permitted only on Cremation Lots in accordance with Section 5.4 of this By-law.
- b) The maximum size of a Family Columbarium shall be no larger than 84 cm (33") wide by 84 cm (33") deep, and no taller than 112 cm (44") in height.
- c) The base of a Family Columbarium shall be a minimum of 20 cm (8") thick.
- d) Only the Cemetery Operator may open and seal Niches for Interments.
- e) No person other than the Cemetery Operator or an individual contracted to inscribe, engrave, or alter a Niche front shall remove or alter Niche fronts.
- f) Payment must be made to the Cemetery Operator before an Interment may take place in a Family Columbarium.
- g) The opening and closing charge shall be as shown on the Municipality's current Fees and Charges By-law.
- h) The design of the Family Columbaria and the design and inscriptions and any cost attributed thereto are responsibility of the family.

## 10.0 Contract/Monument Dealers

Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery Operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of Markers, inscriptions, designs, drawings, plans and detailed specification relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Operator and provide the necessary approvals before commencing work at any location on the Cemetery.

Prior to the start of any said work, contractors must provide proof of:

- WSIB coverage
- Occupational Health and Safety compliance standards
- Evidence of liability insurance not less than \$5,000,000.00

All By-laws apply to all contractors and all work carried out by contractors within the Cemetery.

Contractors, monument dealers and suppliers shall not enter the Cemetery after 4:30 p.m., on weekends, or statutory holidays, unless approval has been granted by the Cemetery Operator.

Contractors shall temporarily cease all operations if they are working within 100 metres (328 feet) of a funeral until the conclusion of the service. The Cemetery Operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.

Contractors, monument dealers, and suppliers shall lay wooden planks on the Lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

Contractors, monument dealers, and suppliers shall be responsible for the repair cost for any damage incurred by their operations within the Cemetery.

**Schedule “B”**

**to By-law No. 2020-025 for  
The Corporation of the Municipality of Trent Hills**

**Active Cemeteries**

Stone’s Cemetery  
Warkworth Cemetery (includes St. Jerome’s Cemetery)

**Inactive Cemeteries**

Armour Cemetery  
Clarke’s Cemetery  
Doxee Cemetery  
Polmont Cemetery  
Stanwood Cemetery  
West Cemetery  
Zion United Church Cemetery (old)

Draft